ORIGINAL

BURKE, WILLIAMS & SORENSEN, LLP
Stephen H. Galton (SBN 046732)
galton@bwslaw.com
Keiko J. Kojima (SBN 206595)
kkojima@bwslaw.com
444 South Flower Street, Suite 2400
Los Angeles, CA 90071-2953
Telephone: 213.236.0600
Facsimile: 213.236.2700

FILED
08 JUL 28 AM 10: 00
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY: ECL DEPUTY

Attorneys for Defendants The Paul Revere Life Insurance Company and Unum Group

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

WEYMAN H. COX II, Plaintiff, v. PAUL REVERE LIFE INSURANCE COMPANY, UNUMPROVIDENT CORPORATION, and DOES 1 through 10, Inclusive, Defendants.	Case No. '08 CV 1353 LAB WMc **NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441(a)** **[DIVERSITY OF CITIZENSHIP]**

TO PLAINTIFF WEYMAN H. COX II AND TO HIS ATTORNEYS OF RECORD:

Defendants The Paul Revere Life Insurance Company ("Paul Revere"), erroneously named as "Paul Revere Life Insurance Company," and Unum Group, formerly known as UnumProvident Corporation ("Unum") [collectively "Removing Defendants"], hereby serve notice of their removal of the above-entitled action to the United States District Court for the Southern District of California from the Superior Court of the State of California for the County of San Diego, and respectfully allege as follows:

PLEADINGS AND PROCEEDINGS TO DATE

1. On July 1, 2008, an action was commenced in the Superior Court of the State of California for the County of San Diego, entitled Weyman H. Cox II vs. Paul Revere Life Insurance Company, UnumProvident Corporation, and Does 1-10, Inclusive, Defendants, under Case No. 37-2008-00086786-CU-CO-CTL. Attached hereto as Exhibit "A" is a true copy of the Summons and Complaint in said action, together with the following additional pleadings: Civil Case Cover Sheet, Notice of Case Assignment, Proof of Service of Summons (as to Paul Revere), and Proof of Service of Summons (as to UnumProvident). These documents are the only pleadings filed with the court as of this date. No responsive pleadings have as yet been filed by any defendants.

2. Defendants Paul Revere and Unum were served with summons and complaint on July 3, 2008. Removing Defendants are informed and believe that there has been no service of process upon Defendants Does 1 through 10, inclusive.

DIVERSITY OF CITIZENSHIP

3. Defendant Paul Revere is a corporation, organized and existing under the laws of the State of Massachusetts, with its principal place of business in Worcester, Massachusetts.

4. Defendant Unum, formerly known as UnumProvident Corporation, is a corporation, organized and existing under the laws of the State of Delaware, with its principal place of business in Chattanooga, Tennessee.

///

///

5. The complaint names as additional defendants Does 1 through 10, inclusive. These fictitious defendants have not been served with summons and complaint in this action and the complaint fails to state any claim for relief against such fictitious defendants. By reason of the provisions of 28 U.S.C. § 1441(a), these fictitious defendants are to be disregarded for purposes of removal.

6. Removing Defendants are informed and believe that Plaintiff is a citizen of the State of California, residing in San Diego County, California.

7. Diversity jurisdiction exists where the matter in controversy exceeds the sum of $75,000, inclusive of interest and costs. 28 U.S.C. § 1332(a). The amount in controversy for jurisdictional purposes is determined by the amount of damages or the value of the property that is the subject of the action. Hunt v. Washington State Apple Advertising Commission, 432 U.S. 333, 97 S.Ct. 2434 (1977); Conrad Association v. Hartford Accident and Indemnity Company, 984 F.Supp. 1196, 1198 (N.D. Cal. 1998) (jurisdictional minimum may be satisfied by claims for special and general damages, attorneys' fees, and punitive damages). The complaint claims damages for breach of contract involving a disability insurance policy and a business overhead expense policy. Plaintiff alleges that he is owed $100,000 under the business overhead expense policy, plus additional benefits of $6,480 per month under the disability policy. Additionally, Plaintiff's complaint seeks emotional distress damages and attorneys' fees arising from Removing Defendants' alleged breach of the implied covenant of good faith and fair dealing, together with punitive damages arising from Removing Defendants' alleged malicious, oppressive, and fraudulent conduct.

///

///

///

TIMELINESS OF REMOVAL

8. The summons and complaint in this action were served upon Removing Defendants on July 3, 2008. This notice of removal is filed within 30 days of said date, and within one year of the date of commencement of the action. This removal is therefore timely under 28 U.S.C. § 1446(b).

VENUE

9. This is a suit of a wholly civil nature brought in a California court. The action is pending in San Diego County, California and, accordingly, under 28 U.S.C. §§ 84(d) and 1441(a), the United States District Court for the Southern District of California is the proper forum for removal.

WHEREFORE, Removing Defendants Paul Revere and Unum notify Plaintiff and his attorneys that the action, formerly pending in the Superior Court of the State of California for the County of San Diego, Case No. 37-2008-00086786-CU-CO-CTL, has been removed from that court to this United States District Court, Southern District of California.

Dated: July 28, 2008

Burke, Williams & Sorensen, LLP
Stephen H. Galton
Keiko J. Kojima

By: ______________________
Stephen H. Galton
Attorneys for Defendants The Paul Revere Life Insurance Company and Unum Group

EXHIBIT A

SUM-100

FILE BY FAX

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

2008 JUL -1 PM 2:57

SAN DIEGO COUNTY, CA

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
Paul Revere Life Insurance Company, UNUMProvident Corporation and DOES 1 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
Weyman H. Cox II

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court- County of San Diego
~~220~~ 330 W. Broadway
San Diego, CA 92101-3409

CASE NUMBER: *(Número del Caso):* 37-2008-00086786-CU-CO-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Michael B. Horrow
DONAHUE AND HORROW LLP 222 No. Sepulveda Blvd. 20th Flr. El Segundo, CA 90245 (310) 335 2006

DATE: *(Fecha)* JUL 01 2008 Clerk, by *(Secretario)* IMELDA CALIMLIM, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

SUPERIOR COURT
SAN DIEGO COUNTY, CA

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:

3. ☐ on behalf of *(specify)*:

under: ☑ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify)*:
4. ☐ by personal delivery on *(date)*:

Page 1 of 1

MICHAEL B. HORROW #162917
DONAHUE & HORROW LLP
222 North Sepulveda Blvd.
20th Floor
El Segundo, California 90245
Telephone: (310) 335-2006
Fax: (310) 335-2001
Email: mhorrow@donahuehorrow.com

Attorneys for Plaintiff
WEYMAN H. COX II

2008 JUL -1 PM 2:56
SAN DIEGO COUNTY, CA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

WEYMAN H. COX II, Plaintiff, vs. PAUL REVERE LIFE INSURANCE COMPANY, UNUMPROVIDENT CORPORATION, and DOES 1 through 10, inclusive, Defendants.	Case No.: 37-2008-00086786-CU-CO-CTL COMPLAINT AND JURY DEMAND 1. Breach of Contract 2. Breach of the Duty of Good Faith and Fair Dealing

GENERAL ALLEGATIONS

1. Plaintiff, WEYMAN H. COX II ("COX") is a resident and citizen of San Diego, California.

2. Defendant, UNUMPROVIDENT CORPORATION ("UNUMPROVIDENT"), is, and at all relevant times was, a corporation organized and existing by virtue of the laws of the State of Delaware, authorized to transact and transacting the business of insurance in the State of California.

3. Defendant, PAUL REVERE LIFE INSURANCE COMPANY ("PAUL REVERE"), is, and at all relevant times was, a corporation organized and existing by virtue of the laws of the State of Massachusetts, authorized to transact and transacting the business of

FILE BY FAX

ORIGINAL

Donahue & Horrow LLP

insurance in the State of California.

4. Plaintiff is informed and believes that UNUMPROVIDENT has acquired, or has otherwise taken responsibility for, the disability insurance operations of Defendant PAUL REVERE, the entity that originally issued the subject insurance contract.

5. That the true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants DOES 1 through 10, inclusive, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Plaintiff is informed and believes and therefore alleges that each of Defendants designated herein as a Doe is legally responsible in some manner for the events and happenings referred to herein and legally caused injury and damages proximately thereby to Plaintiff as herein alleged. Plaintiff will seek leave of this Court to amend this Complaint to insert their true names and capacities in place and instead of the fictitious names when the same become known to Plaintiff.

6. Defendants' conduct described herein was undertaken by the corporate defendant's officers or managing agents, identified herein as DOES 1 through 10, inclusive, who were responsible for advertising, underwriting, claims operations, communications and/or decisions. The aforementioned conduct of said managing agents and individuals was therefore taken on behalf of the corporate defendants. Said corporate defendants had advance knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved by managing agents and by other corporate officers, directors or managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified and designated herein as DOES 1 through 10, inclusive.

7. On January 24, 1992, defendant PAUL REVERE issued policy number 01025485340 to Plaintiff, a Disability Income Policy (the "DI Policy") which promised to pay disability benefits in the event the plaintiff became totally disabled under the terms of the Policy. Policy benefits, along with premium payments, increased over the years the DI Policy has been in force, and basic monthly disability benefits are now $7,500 per month for life, in addition to cost of living rider benefits of $600 per month, for a total of $8,100 per month.

8. Plaintiff is informed and believes and thereon alleges that on a date subsequent to

the effective date of the DI Policy and prior to Plaintiff's claim, Defendant UNUMPROVIDENT assumed joint liability for the obligations of Defendant PAUL REVERE. Specifically, Plaintiff is informed and believes that UNUMPROVIDENT assumed responsibility for handling, processing, evaluating, and determining his claim that is the subject of the instant litigation.

9. On January 24, 1992, defendant PAUL REVERE issued policy number 01025492650 a Business Overhead Expense Policy (the "BOE Policy") which promised to pay benefits in the event the insured became disabled.

10. Both the DI Policy and the BOE Policy ("the Policies") were delivered within the jurisdiction of the above-entitled court and required the payment of benefits within the jurisdiction of the above-entitled court for total amount to be shown at the time of trial.

11. COX has paid all premiums due under the Policies at all relevant times and has performed all obligations under the Policies on his part to be performed.

12. In November 1994, COX, President of W. H. Cox, II & Company, Inc., dba Cox Financial Advisors, lost much of his vision in his left eye due to a snowmobiling accident which caused severe retina detachment. Though COX underwent surgery, the vision in his left eye continued to deteriorate, eventually becoming legally blind in this eye. Having been told by his doctor that the accident caused a weakening of the retina in his right eye as well, COX knew exactly what was happening in 1998 when his right retina detached requiring another immediate surgery. COX'S vision continued to deteriorate and on December 28, 2004 COX became totally disabled due to his retinal detachment in both eyes. Based on this disability, PAUL REVERE paid full disability benefits until March 28, 2008.

13. While still covered under the BOE Policy, COX purchased a computer and copier for his business for which coverage was denied. In addition, claims for expenses incurred by Cox Financial Advisors in the approximate amount of $40,000 which were denied. Also, Cox Management Company owed $60,000 for Cox Financial Advisers expenses. COX paid the note off and the claim was denied. Despite numerous appeals by COX, PAUL REVERE and UNUMPROVIDENT have reiterated their denial.

14. In a letter dated April 25, 2008, PAUL REVERE AND UNUMPROVIDENT

advised COX that benefits would be reduced to a total monthly benefit of $1,620 per month under the DI Policy as COX'S disability was the result of a sickness, and not an accident-contrary to the medical evidence establishing that the snowmobile accident caused the disability. In addition, the letter stated that coverage under the BOE Policy ended September 28, 2007, and that the appeal for coverage of the computer, copier, Cox Financial Advisors' expenses and the Cox Management Company note were once again being denied.

15. COX continues to remain disabled from his occupation due to his snowmobiling accident in 1994.

FIRST CAUSE OF ACTION

(Breach of Contract)

(Against Defendant PAUL REVERE LIFE INSURANCE COMPANY, UNUMPROVIDENT, and DOES 1 through 5, inclusive)

16. Plaintiff refers to each and every paragraph of the General Allegations and incorporates those paragraphs as though set forth in full herein.

17. On January 24, 1992, COX and PAUL REVERE and UNUMPROVIDENT entered into a written agreement, pursuant to which COX promised to pay premiums and PAUL REVERE and UNUMPROVIDENT promised to provide disability insurance coverage and business overhead expense coverage for COX.

18. COX has performed all conditions, covenants and promises required on his part to be performed in accordance with the terms and conditions of the Policies.

19. On December 28, 2004, COX became totally disabled and submitted a claim to PAUL REVERE and UNUMPROVIDENT for disability benefits and business overhead expense benefits under the Policies as a result of COX'S permanently disabling injury. PAUL REVERE and UNUMPROVIDENT paid benefits through March 28, 2008.

20. On or about April 25, 2008, defendant PAUL REVERE and UNUMPROVIDENT breached the subject insurance contracts by refusing, without just cause, to pay Plaintiff's continuing disability claim.

21. As a direct and proximate result of defendant's breach of the insurance contracts, Plaintiff has suffered contractual damages under the terms and conditions of the Policies, and other incidental and foreseeable out-of-pocket expenses, including attorneys' fees and other costs of suit, all in a sum to be determined at the time of trial.

SECOND CAUSE OF ACTION

Breach of the Covenant of Good Faith and Fair Dealing

(Against Defendant PAUL REVERE LIFE INSURANCE COMPANY, UNUMPROVIDENT, and DOES 6 through 10, inclusive)

22. Plaintiff refers to each and every paragraph of the General Allegations and incorporates those paragraphs as though set forth in full in this cause of action.

23. Defendant PAUL REVERE and UNUMPROVIDENT have breached their duty of good faith and fair dealing owed to Plaintiff in the following respects:

a. Unreasonably withholding payments from COX in bad faith knowing his claim for benefits under the Policies to be valid;

b. Unreasonably and in bad faith failing to pay COX disability benefits pursuant to said claim at a time when defendant had insufficient information within their possession to justify said action;

c. Unreasonably and in bad faith misrepresenting to COX pertinent facts and insurance policy provisions relating to the coverage in issue;

d. Failing to reasonably and promptly investigate and process COX'S claim for policy benefits;

e. Not attempting in good faith to effectuate a prompt, fair, and equitable settlement of COX'S claim at a time when liability was reasonably clear;

f. Failing to provide a reasonable explanation of the basis relied upon in the Policies, in relation to the applicable facts, for the denial of COX'S claim for benefits.

24. Plaintiff is informed and believes and thereon alleges that PAUL REVERE and UNUMPROVIDENT have breached their duty of good faith and fair dealing owed to Plaintiff by

other acts or omissions of which Plaintiff is presently unaware. Plaintiff will seek leave of this Court to amend this Complaint at such time as Plaintiff discovers the other acts or omissions of said defendants constituting such breach.

25. As a further proximate result of the aforementioned wrongful conduct of Defendant, Plaintiff has suffered, and will continue to suffer in the future, damages under the Policies, plus interest, and other economic and consequential damages, for a total amount to be shown at the time of trial.

26. As an additional result of defendant's repudiation of the contract and wrongful denial of the claim submitted by Plaintiff, Plaintiff has suffered anxiety, worry, mental and emotional distress, and other incidental damages and out-of-pocket expenses, all to his general damage in a sum to be determined at the time of trial.

27. As a further proximate result of the aforementioned wrongful business practices and conduct of PAUL REVERE and UNUMPROVIDENT, Plaintiff was compelled to retain legal counsel to obtain the benefits due under the Policies. Therefore, PAUL REVERE and UNUMPROVIDENT are liable to Plaintiff for those attorneys' fees and costs incurred by Plaintiff in order to obtain the benefits due under the Policies in a sum to be determined at the time of trial.

28. Defendant's business practices and conduct described herein was intended by Defendant to cause injury to Plaintiff or was despicable conduct carried on by the Defendant with a willful and conscious disregard of the rights of Plaintiff, subjecting Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, and was an intentional misrepresentation, deceit, or concealment of a material fact known to Defendant with the intent to deprive Plaintiff of property, legal rights, or to otherwise cause injury, such as to constitute malice, oppression, or fraud under California Civil Code § 3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or set an example of Defendant.

29. Defendant's conduct described herein was undertaken by the corporate defendant's officers or managing agents, identified herein as DOES 1 through 10, who were responsible for supervision, communications and/or decisions. The aforedescribed conduct of

said managing agents and individuals was therefore undertaken on behalf of the corporate defendant. Said corporate defendant further had advance knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved by other managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified and designated herein as DOES 1 through 10.

PRAYER

WHEREFORE, Plaintiff, WEYMAN H. COX II, prays for judgment against Defendant PAUL REVERE LIFE INSURANCE COMPANY, UNUMPROVIDENT CORPORATION and DOES 1 through 10, inclusive, as follows:

1. Damages for failure to provide benefits under the Policies, plus interest, including pre-judgment interest, and other economic and consequential damages, in a sum to be determined at the time of trial;

2. General damages for present value of future disability and business expense overhead policy benefits in an amount to be determined according to proof at the time of trial;

3. General damages for mental and emotional distress and other incidental damages in a sum to be determined at the time of trial;

4. Punitive and exemplary damages in an amount appropriate to punish or set an example of Defendant (Second Cause of Action only);

5. For attorneys' fees and costs of litigation incurred by Plaintiff to obtain the Policies' benefits in an amount to be determined at the time of trial (Second Cause of Action only);

6. For costs of suit incurred herein; and,

7. For such other and further relief as the Court deems just and proper.

///

///

///

DATED: June 27, 2008

DONAHUE & HORROW LLP

MICHAEL B. HORROW
Attorneys for Plaintiff

JURY DEMAND

Plaintiff, WEYMAN H. COX II, hereby demands a jury trial in this action.

DATED: June 27, 2008

DONAHUE & HORROW LLP

MICHAEL B. HORROW
Attorneys for Plaintiff

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Michael B. Horrow #162917
DONAHUE AND HORROW LLP
222 North Sepulveda Blvd. 20th Floor El Segundo, CA 90245
TELEPHONE NO.: 310-335-2006 FAX NO.: 310-335-2001
ATTORNEY FOR (Name): Weyman H. Cox II

FOR COURT USE ONLY

2008 JUL -1 PM 2:57

SAN DIEGO COUNTY, CA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego
STREET ADDRESS: ~~220 West Broadway~~ 330 W Broadway
MAILING ADDRESS: ~~220 West Broadway~~ 330 W. Broadway
CITY AND ZIP CODE: San Diego, CA 92101
BRANCH NAME: Central

CASE NAME:
Cox. Paul Revere et al.

CIVIL CASE COVER SHEET

[✓] Unlimited (Amount demanded exceeds $25,000) [ ] Limited (Amount demanded is $25,000 or less)

Complex Case Designation
[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 37-2008-00086786-CU-CO-CTL
JUDGE:
DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
[ ] Auto (22)
[ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
[ ] Asbestos (04)
[ ] Product liability (24)
[ ] Medical malpractice (45)
[ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
[ ] Business tort/unfair business practice (07)
[ ] Civil rights (08)
[ ] Defamation (13)
[ ] Fraud (16)
[ ] Intellectual property (19)
[ ] Professional negligence (25)
[✓] Other non-PI/PD/WD tort (35)

Employment
[ ] Wrongful termination (36)
[ ] Other employment (15)

Contract
[ ] Breach of contract/warranty (06)
[ ] Rule 3.740 collections (09)
[ ] Other collections (09)
[ ] Insurance coverage (18)
[✓] Other contract (37)

Real Property
[ ] Eminent domain/Inverse condemnation (14)
[ ] Wrongful eviction (33)
[ ] Other real property (26)

Unlawful Detainer
[ ] Commercial (31)
[ ] Residential (32)
[ ] Drugs (38)

Judicial Review
[ ] Asset forfeiture (05)
[ ] Petition re: arbitration award (11)
[ ] Writ of mandate (02)
[ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
[ ] Antitrust/Trade regulation (03)
[ ] Construction defect (10)
[ ] Mass tort (40)
[ ] Securities litigation (28)
[ ] Environmental/Toxic tort (30)
[ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
[ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
[ ] RICO (27)
[ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
[ ] Partnership and corporate governance (21)
[ ] Other petition *(not specified above)* (43)

2. This case [ ] is [✓] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a.[✓] monetary b.[ ] nonmonetary; declaratory or injunctive relief c.[✓] punitive
4. Number of causes of action *(specify)*:
5. This case [ ] is [✓] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: June 30, 2008
Michael B. Horrow
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

American LegalNet, Inc.
www.FormsWorkflow.com

FILE BY FAX

ORIGINAL

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central TELEPHONE NUMBER: (619) 450-7073	
PLAINTIFF(S) / PETITIONER(S): Weyman H Cox, II	
DEFENDANT(S) / RESPONDENT(S): Paul Revere Life Insurance Company et.al.	
COX VS. PAUL REVERE LIFE INSURANCE COMPANY	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2008-00086786-CU-CO-CTL

Judge: Steven R. Denton Department: C-73

COMPLAINT/PETITION FILED: 07/01/2008

CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

COMPLAINTS: Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY	FOR COURT USE ONLY
MICHAEL HORROW SBN 162917 DONAHUE & HORROW, LLP 222 NO.SEPULVEDA BLVD. 20TH FLOOR EL SEGUNDO CA 90245 310-335-2006 ATTORNEY FOR Plaintiff	2008 JUL -8
San Diego Central - Hall Of Justice 330 W Broadway San Diego CA 92101	
PLAINTIFF/PETITIONER: Weyman Cox II DEFENDANT/RESPONDENT: Paul Revere Life Insurance	CASE NUMBER: 37200800086786
PROOF OF SERVICE OF SUMMONS FILE BY FAX	Ref No. or File No.: 1072-001

1. At the time of service I was at least 18 years of age and not a party to this action.

2. I served copies of the:

   summons and complaint
   civil case cover sheet
   notice of case assignment
   notice to litigants/
   alternative dispute resolution (adr) information package

3a. Party served:

   PAUL REVERE LIFE INSURANCE COMPANY

3b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made)

   JUAN PABLO
   AUTHORIZED AGENT FOR SERVICE

4. Address where party was served:

   818 WEST 7TH STREET
   #200
   LOS ANGELES CA 90017

5. I served the party
   a. By personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party

ORIGINAL

CONTINUED ON THE NEXT PAGE

PLAINTIFF/PETITIONER:	Weyman Cox II	CASE NUMBER:
DEFENDANT/RESPONDENT:	Paul Revere Life Insurance	37200800086786

(1) on: 07/03/08 (2) at: 11:20AM

6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

PAUL REVERE LIFE INSURANCE COMPANY

under the following Code of Civil Procedure section:

416.10 (corporation)

7. Person who served papers
   a. Name: JACK TINOCO
   b. Address: 1199 MONTEREY PASS ROAD MONTEREY PARK, CA 91754
   c. Telephone Number: 323-526-7300
   d. The fee for service was: $40.00
   e. I am:
      (3) [X] registered California process server:
         (i) [X] Employee
         (ii) Registration No.: 3107 Expires: 02/27/09
         (iii) County: LOS ANGELES

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

07/07/08

JACK TINOCO >

RAPID LEGAL, SAN BERNARDINO CO. REG # 1086, EXPIRES 04/15/10

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY MICHAEL HORROW SBN 162917 DONAHUE & HORROW, LLP 222 NO.SEPULVEDA BLVD. 20TH FLOOR EL SEGUNDO CA 90245 310-335-2006 ATTORNEY FOR Plaintiff	FOR COURT USE ONLY
San Diego Central - Hall Of Justice 330 W Broadway San Diego CA 92101	
PLAINTIFF/PETITIONER: Weyman Cox II DEFENDANT/RESPONDENT: Paul Revere Life Insurance	CASE NUMBER: 37200800086786
PROOF OF SERVICE OF SUMMONS **FILE BY FAX**	Ref No. or File No.: 1072-001

1. At the time of service I was at least 18 years of age and not a party to this action.

2. I served copies of the:

   summons and complaint
   civil case cover sheet
   notice of case assignment
   notice to litigants/
   alternative dispute resolution (adr) information package

3a. Party served:

   UNUMPROVIDENT CORPORATION

3b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made)

   JUAN PABLO
   AUTHORIZED AGENT FOR SERVICE

4. Address where party was served:

   818 WEST 7TH STREET
   #200
   LOS ANGELES CA 90017

5. I served the party
   a. By personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party

   (1) on: 07/03/08 (2) at: 11:20AM

ORIGINAL

CONTINUED ON THE NEXT PAGE

PLAINTIFF/PETITIONER:	Weyman Cox II	CASE NUMBER:
DEFENDANT/RESPONDENT:	Paul Revere Life Insurance	37200800086786

6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

UNUMPROVIDENT CORPORATION

under the following Code of Civil Procedure section:

416.10 (corporation)

7. Person who served papers
   a. Name: JACK TINOCO
   b. Address: 1199 MONTEREY PASS ROAD MONTEREY PARK, CA 91754
   c. Telephone Number: 323-526-7300
   d. The fee for service was: $59.50
   e. I am:
      (3) [X] registered California process server:
      (i) [X] Employee
      (ii) Registration No.: 3107 Expires: 02/27/09
      (iii) County: LOS ANGELES

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

07/07/08

JACK TINOCO >

RAPID LEGAL, SAN BERNARDINO CO. REG # 1086, EXPIRES 04/15/10

PROOF OF SERVICE

Cox v. Paul Revere Life Ins. Co., et al.

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 444 South Flower Street, Suite 2400, Los Angeles, California 90071-2953. On July 28, 2008, I served a copy of the within document(s) entitled **NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441(a)**

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.

☐ by electronic service of the document(s) through the Court's transmission facilities.

Michael B. Horrow
Donahue & Horrow, LLP
222 N. Sepulveda Blvd., 20th Floor
El Segundo, CA 90245
Tel: (310) 335-2006
Fax: (310) 335-2001
Email: mhorrow@donahuehorrow.com

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. Executed on July 28, 2008, at Los Angeles, California.

Barbara W. Jeong

Barbara W. Jeong

UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

153411 - TC

July 28, 2008
10:00:03

Civ Fil Non-Pris
Judge..: LARRY A BURNS
Amount.: $350.00 CK
Check#.: BC70529

Total-> $350.00

FROM: WEYMAN H. COX
VS.
PAUL REVERE LIFE INSURANCE

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

ORIGINAL

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
WEYMAN H. COX II

DEFENDANTS
THE PAUL REVERE LIFE INSURANCE COMPANY; UNUMPROVIDENT CORPORATION

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant ______
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)
Donahue & Horrow LLP
Michael B. Horrow (SBN162917)
222 N. Sepulveda Blvd., 20th Floor
El Segundo, CA 90245
(310) 335-2006

Attorneys (If Known)
Burke, Williams & Sorensen LLP
Stephen H. Galton (SBN 46732)
444 S. Flower Street, Suite 2400
Los Angeles, CA 90071-2953
(213) 236-0600

'08 CV 1353 LAB WMc

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT
- ☒ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury

PERSONAL INJURY
- ☐ 362 Personal Injury—Med. Malpractice
- ☐ 365 Personal Injury — Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 444 Welfare
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 440 Other Civil Rights

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence

Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition

FORFEITURE/PENALTY
- ☐ 610 Agriculture
- ☐ 620 Other Food & Drug
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 630 Liquor Laws
- ☐ 640 R.R. & Truck
- ☐ 650 Airline Regs.
- ☐ 660 Occupational Safety/Health
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 730 Labor/Mgmt.Reporting & Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 463 Habeas Corpus – Alien Detainee
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 810 Selective Service
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 875 Customer Challenge 12 USC 3410
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 892 Economic Stabilization Act
- ☐ 893 Environmental Matters
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Information Act
- ☐ 900 Appeal of Fee Determination Under Equal Access to Justice
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (**Do not cite jurisdictional statutes unless diversity**):
28 U.S.C. § 1441(a)
Brief description of cause:
Action under insurance policy to recover disability benefits.

VII. REQUESTED IN COMPLAINT: ☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND $**
CHECK YES only if demanded in complaint: **JURY DEMAND:** ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE ______ DOCKET NUMBER ______

DATE July 28, 2008
SIGNATURE OF ATTORNEY OF RECORD Stephen H. Galton

FOR OFFICE USE ONLY
RECEIPT # 153411 AMOUNT $350 APPLYING IFP ______ JUDGE ______ MAG. JUDGE ______

SAC 7/28/08

American LegalNet, Inc.
www.FormsWorkflow.com